

**EXHIBIT A**  
**to State Farm Lloyds' Notice of Removal**

*[Index of State Court Papers]*

*State Farm Lloyds' Notice of Removal*  
*(Western District of Texas, San Antonio Division)*

EXHIBIT  
AS INDICATED

IN THE UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF TEXAS  
SAN ANTONIO DIVISION

WILLIAM PUGH  
and MICHA PUGH,

Plaintiffs,

V.

STATE FARM LLOYDS,

Defendant

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§  
§  
§  
§  
§

CIVIL ACTION NO.

5:15-CV-934

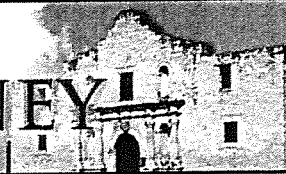
JURY REQUESTED

INDEX OF STATE COURT PAPERS IN  
STATE COURT CAUSE NO. 2015CI16760

1. Civil Case Docket for Cause No. 2015CI16760, styled *William and Micha Pugh v. State Farm Lloyds*, in the 73<sup>rd</sup> Judicial District Court, Bexar County, Texas
2. Citation to State Farm Lloyds
3. Plaintiffs' Original Petition
4. Civil Case Information Sheet

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# DONNA KAY MCKINNEY



**New Search**

[← Previous Page](#)

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PRIVATE PROCESS

Case Number: 2015-CI-16760



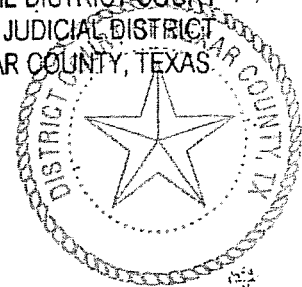
2015CI16760 S00001

WILLIAM PUGH ET AL

VS.

STATE FARM LLOYDS

(Note: Attached Document May Contain Additional Litigants.)

 IN THE DISTRICT COURT  
 73rd JUDICIAL DISTRICT  
 BEXAR COUNTY, TEXAS


## CITATION

"THE STATE OF TEXAS"

Directed To: STATE FARM LLOYDS

BY SERVING ITS REGISTERED AGENT, CORPORATION SERVICE COMPANY

"You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you." Said petition was filed on the 2nd day of October, 2015.

ISSUED UNDER MY HAND AND SEAL OF SAID COURT ON THIS 5TH DAY OF OCTOBER A.D., 2015.

PETITION

*Mark Hernandez*  
*10/6/15*

 DANIEL OREN KUSTOFF  
 ATTORNEY FOR PLAINTIFF  
 4103 PARKDALE ST  
 SAN ANTONIO, TX 78229-4182

 Donna Kay McKinney  
 Bexar County District Clerk  
 101 W. Nueva, Suite 217  
 San Antonio, Texas 78205
By: *Krystal Gonzalez*, Deputy

## OFFICER'S RETURN

I received this citation on \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_M. and: ( ) executed it by delivering a copy of the citation with the date of delivery endorsed on it to the defendant, \_\_\_\_\_ in person on the \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_M. at: \_\_\_\_\_ or ( ) not executed because \_\_\_\_\_ Fees: \_\_\_\_\_ Badge/PPS #: \_\_\_\_\_ Date certification expires: \_\_\_\_\_ County, Texas

By: \_\_\_\_\_

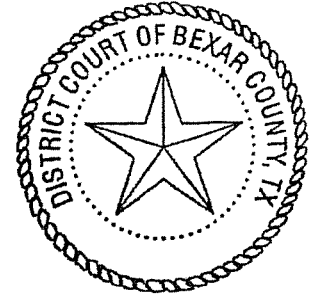
OR: VERIFICATION OF RETURN (If not served by a peace officer) SWORN TO this \_\_\_\_\_

NOTARY PUBLIC, STATE OF TEXAS

OR: My name is \_\_\_\_\_, my date of birth is \_\_\_\_\_, and my address is \_\_\_\_\_ (County).

I declare under penalty of perjury that the foregoing is true and correct. Executed in \_\_\_\_\_ County, State of Texas, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CERTIFIED COPY CERTIFICATE STATE OF TEXAS  
I, DONNA KAY MCKINNEY, BEXAR COUNTY DISTRICT  
CLERK, DO HEREBY CERTIFY THAT THE FOREGOING  
IS A TRUE AND CORRECT COPY OF THE ORIGINAL  
RECORD NOW IN MY LAWFUL CUSTODY. WITNESS  
MY OFFICIAL HAND AND SEAL OF OFFICE ON THIS:



*October 21, 2015*

**DONNA KAY MCKINNEY  
BEXAR COUNTY, TEXAS**

By:

A handwritten signature in cursive script, appearing to read "Rosanne Medellin", is written over a horizontal line.

ROSANNE MEDELLIN, Deputy District Clerk

*(NOT VALID WITHOUT THE CLERK'S ORIGINAL SIGNATURE.)*

FILED  
10/2/2015 12:27:34 PM  
Donna'Kay McKinney  
Bexar County District Clerk  
Accepted By: Lisa Morales

J/D CIT PPS SAC1

CAUSE NO. **2015CI16760**

WILLIAM and MICHA PUGH

v.

STATE FARM LLOYDS

§  
§  
§  
§  
§

IN THE DISTRICT COURT

**73RD** JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

**PLAINTIFF'S ORIGINAL PETITION**

TO THE HONORABLE JUDGE:

NOW COMES, Plaintiffs, WILLIAM and MICHA PUGH, complaining of Defendant, STATE FARM LLOYDS (hereinafter STATE FARM), and for cause of action respectfully shows the Court as follows:

**I.**

**CLAIM FOR RELIEF**

Plaintiffs seeks monetary relief of over \$100,000.00 but not more than \$200,000.00. Plaintiffs also makes a demand for judgment for all the other relief to which Plaintiffs deems themselves entitled.

**II.**

**DISCOVERY LEVEL**

The Plaintiffs designate this case as a Level II Discovery Plan case pursuant to Texas Rules of Civil Procedure 190.1.

**III.**

**PARTIES**

Plaintiffs are residents of San Antonio, Bexar County, Texas.

Defendant, STATE FARM LLOYDS is a domestic insurance company and may be served with this Original Petition through its registered agent, Corporation Service Company, 211 E. 7<sup>th</sup> Street, Suite 620, Austin, Texas 78701-3218. Service will be by private process service.

IV.  
**JURISDICTION AND VENUE**

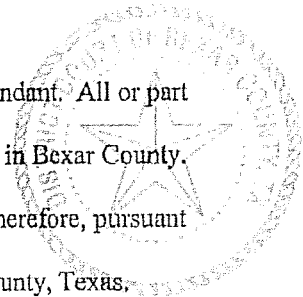
This is a suit based on a breach of insurance contract committed by Defendant. All or part of the causes of action accrued in Bexar County, Texas. The property is located in Bexar County. The parties reside and/or do business in San Antonio, Bexar County, Texas. Therefore, pursuant to Texas Civil Practice & Remedies Code §15.002, venue is proper in Bexar County, Texas.

The amount in controversy exceeds the minimum jurisdictional limits of this Court. The Court also possesses subject matter jurisdiction over all causes of action and claims for relief stated herein.

V.  
**FACTUAL BACKGROUND**

On or about August 20, 2014, Plaintiffs sustained damages at their residence at 2923 Scattered Oaks Street, San Antonio, Texas, which were caused by plumbing leaks. Pursuant to the policy of insurance issued by State Farm, Plaintiffs made a claim for the loss. Plaintiffs had purchased the Dwelling Foundation Endorsement (FE-5368.1) as an endorsement to their policy. Plaintiffs performed all of their obligations under the policy by providing State Farm with all of the requested information, as well as an opportunity to investigate the plumbing leak and the cause of the damages at their residence.

State Farm employed Rimkus Consulting to come out and evaluate the residence and damages and to determine whether or not it was attributable to this loss. It is Plaintiffs' contention that Rimkus either intentionally conducted an outcome-oriented investigation or made a severe mistake in their calculations and, consequently represented the effect that the plumbing leaks had on the property.



Despite the information provided to State Farm, they have failed to tender payment for Plaintiffs' claim under the policy and have forced Plaintiffs to retain their own experts to determine whether the plumbing leak has in fact damaged their property.

Based on the evidence gathered, Plaintiffs will show State Farm made false representations as to the applicable insurance coverage and/or the benefits due to the Plaintiffs under the insurance policy. As a result of State Farm's misrepresentations Plaintiffs are facing extensive damages in order to repair the plumbing and the foundation issues.

**VI.**  
**CONDITIONS PRECEDENT**

All conditions precedent to bringing this suit have been satisfied or rendered impracticable as a result of the impending statute of limitations.

**VII.**  
**BREACH OF CONTRACT**

Plaintiffs re-allege and incorporate by reference all facts and allegations set forth in the foregoing Paragraphs.

Plaintiffs would show that the above referenced policy, which they purchased from Defendant, was in full force and effect at the time of Plaintiffs' loss. Among the perils the policy insures are foundation damages. The policy provides that, if such a loss occurs due to such an insured peril as involved in this case, Defendant will pay the cost of the Plaintiffs' property losses.

Plaintiffs would further show that they submitted a claim to Defendant for payment of the claim. Notice of claim was given to Defendant in accordance with the terms of the policy. Defendant has refused and failed to pay the claim according to its obligations under the contract of insurance and, by failing to make the payments as required under the contract, Defendant has committed breach of contract of insurance between the parties.



**VIII.**  
**DECEPTIVE TRADE PRACTICES - CONSUMER PROTECTION ACT**

Plaintiffs re-allege and incorporate by reference all facts and allegations set forth in the preceding paragraphs.

Plaintiffs, who are consumers of Defendant's insurance services, also hereby invoke the provisions of the Texas Business and Commerce Code §17.41 *et seq.*, commonly referred to as the Deceptive Trade Practices - Consumer Protection Act.

**IX.**

Plaintiffs have a cause of action against Defendant under the provisions of the Deceptive Trade Practices - Consumer Protection Act pursuant to §17.50(a) which provides as follows:

"A consumer may maintain an action where any of the following constitute a producing cause of actual damages:

1. The use or employment by any person of a false, misleading or deceptive act or practice that is specifically enumerated in a subdivision of Subsection (b) of Section 17.46 of this Subchapter;
2. Any unconscionable action or course of action by any person by unreasonable delay in payment, unreasonable denial of coverage, misrepresentation of facts;
3. The breach of an express or implied warranty; or
4. The use or employment by any person of an act or practice in violation of Article 21.21, Texas Insurance Code, as amended, or rules or regulations issued by the State Board of Insurance under Article 21.21, Texas Insurance Code, as amended."

**X.**  
**DECEPTIVE TRADE PRACTICES - CONSUMER PROTECTION ACT §17.46(B)**

Plaintiffs re-allege and incorporate by reference all facts and allegations set forth in the preceding paragraphs.

Defendant has violated various provisions of Texas Business and Commerce Code §17.46(b) including, but not limited to the following:

- a. Causing confusion or misunderstanding as to the source, sponsorship, approval or certification of goods or services;
- b. Causing confusion or misunderstanding as to the affiliation, connection or association with or certification by another;
- c. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities which they do not have;
- d. Representing that goods or services are of a particular standard, quality or grade when they are in fact of another;
- e. Representing that an agreement confers or involves rights, remedies or obligations which it does not have or involve;
- f. Failing to disclose information concerning goods or services which was known at the time of the transaction if such failure to disclose such information was intended to induce the consumer into a transaction into which the consumer would not have entered had the information been disclosed.

The above violations of Texas Business and Commerce Code §17.46(b) were a producing cause of Plaintiffs' damages as hereinafter set forth and were committed knowingly.

**XI.**

Defendant, by virtue of its conduct as described above, engaged in an unconscionable action or course of action as that term is defined by the Deceptive Trade Practices - Consumer Protection Act. Plaintiffs are entitled to the relief set out in the Act.

**XII.**

The Legislature has enumerated that any violation of Chapter 541 (former Art. 21.21) of the Texas Insurance Code constitutes a violation of the DTPA. TEX. INS. CODE §541.151. Incorporating facts set forth above, Defendant has committed the following violations of Chapter 541 of the Texas Insurance Code which are also a violation of the DTPA:

- a. Knowingly misrepresenting to a claimant pertinent facts or policy provisions relating to coverages at issue; TEX. INS. CODE §541.060(a)(1)

- b. Not attempting in good faith to effectuate prompt, fair and equitable settlements of claims submitted in which liability has become reasonably clear as evidenced by the fact that Plaintiff has been forced to file suit against Defendant in order to recover money for coverages provided for under the policy; TEX. INS. CODE §541.060(a)(2)(A)
- c. Refusing to pay the full amount of the claim without conducting a reasonable investigation with respect to the claim; TEX. INS. CODE §541.060(a)(7)
- d. Misrepresenting an insurance policy by making an untrue statement of fact including representing that the policy covered damage in the full amount of the water and foundation damage and coverage of personal property loss; TEX. INS. CODE §541.061(1)
- e. Misrepresenting an insurance policy by failing to state a material fact that is necessary to make other statements made not misleading, considering the circumstances under which the statements were made - including failing to state that the policy covered damages due to water and foundation damage but did not include coverage for all the damage; TEX. INS. CODE §541.061(2)
- f. Misrepresenting an insurance policy by making a statement in such a manner as to mislead a reasonable prudent person to a false conclusion of a material fact including, but not limited to representing to Plaintiff that the policy covered foundation and water damage and misleading her that resulting damage from such loss would be covered but failing to advise her that all the damage would not be covered; TEX. INS. CODE §541.061(3)

### **XIII.**

#### **VIOLATIONS OF CHAPTER 541 OF THE TEXAS INSURANCE CODE**

Chapter 541 (former Article 21.21) of the Texas Insurance Code defines unfair methods of competition and unfair and deceptive acts or practices in the business of insurance for insurers such as Defendant. As set forth in the above paragraphs, Defendant has violated the following provisions of Chapter 541 of the Texas Insurance Code:

- a. Knowingly misrepresenting to a claimant pertinent facts or policy provisions relating to coverages at issue, specifically that the policy provided payment in the case of foundation and water damage; TEX. INS. CODE §541.060(a)(1)
- b. Not attempting in good faith to effectuate prompt, fair and equitable settlements of claims submitted in which liability has become reasonably clear as evidenced by the fact that Plaintiff has been forced to file suit against Defendant in order to recover the full amount of money for coverages provided for under the policy; TEX. INS. CODE §541.060(a)(2)(A)

- c. Refusing to pay a Plaintiff's full claim without conducting a reasonable investigation with respect to the claim, specifically refusing to pay the claim for the foundation and water damages; TEX. INS. CODE §541.060(a)(7)
- d. Misrepresenting an insurance policy by making an untrue statement of fact including representing that the policy covered damage resulting from the foundation and water; TEX. INS. CODE §541.061(1)
- e. Misrepresenting an insurance policy by failing to state a material fact that is necessary to make other statements made not misleading, considering the circumstances under which the statements were made; TEX. INS. CODE §541.061(2)
- f. Misrepresenting an insurance policy by making a statement in such a manner as to mislead a reasonable prudent person to a false conclusion of a material fact; TEX. INS. CODE §541.061(3)

The above violations of Chapter 541 of the Texas Insurance Code caused Plaintiffs' damages set forth herein. Plaintiffs would show that Defendant has committed these acts and that these acts were a producing cause of Plaintiffs' damages as hereinafter set forth. Plaintiffs seek the cost of repair or replacement of the damage due to the covered loss as provided by the contract of insurance, the additional cost of repair of the damage due to the breach of contract by Defendant, the loss of value to the residence after repairs.

**XIV.**  
**VIOLATION OF CHAPTER 542 OF THE TEXAS INSURANCE CODE –**  
**UNFAIR CLAIM SETTLEMENT PRACTICES ACT**

Texas Insurance Code Chapter 542 defines unfair claims settlement practices in the business of insurance. Defendant's acts, omissions, failure and conduct that are described above violated Chapter 542 of the Texas Insurance Code. Specifically, Defendant violated the following provisions of Chapter 542:

- a. Failing to adopt and implement reasonable standards for the prompt investigations of claims arising under the insurer's policy; TEX. INS. CODE §542.003(b)(3)
- b. Not attempting in good faith to effectuate prompt, fair and equitable settlements of claims submitted in which liability has become reasonably clear as evidenced by the fact that

Plaintiff has been forced to file suit against Defendant in order to recover money for coverages provided for under the policy; TEX. INS. CODE §542.003(b)(4)

- c. Compelling policy holder to institute suit to recover amounts due under its policies as in the present case wherein Plaintiff was forced to file suit to recover amounts due under the policy; TEX. INS. CODE §542.003(b)(5)

**XV.**

Chapter 542 of the Texas Insurance Code also provides for the prompt payment of claims by persons engaging in the business of insurance. Defendant violated Chapter 542.057 by failing to pay Plaintiffs' full claim within the timelines prescribed by the statute. As a result of Defendant's wrongful conduct, Plaintiffs' claim has not been timely paid, and they have been deprived of the use of the funds under the policy of insurance.

Plaintiffs are entitled to a statutory eighteen percent (18%) penalty, attorneys' fees and Court costs.

**XVI.**

**BREACH OF THE DUTY OF GOOD FAITH & FAIR DEALING**

Plaintiffs re-allege and incorporate by reference all facts and allegations set forth in the preceding paragraphs.

Moreover, Plaintiffs would show that a special relationship exists between Defendant and Plaintiffs such that Defendant owed its insured a duty to deal fairly and in good faith. Plaintiffs would further show that Defendant breached this duty owed to Plaintiffs and as such, they are entitled to damages.

**XIX.**

**ATTORNEYS FEES**

Defendant's conduct as described in this Petition and the resulting damage and loss to Plaintiffs have necessitated Plaintiffs retaining the attorneys whose names are subscribed to this

Petition. Plaintiffs seek to recover attorney's fees under Civil Practices and Remedies Code 38.001(8) as well as under the Deceptive Trade Practices Act.

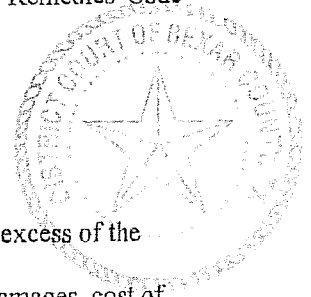
**XX.**  
**DAMAGES**

Plaintiffs allege that they have sustained actual damages in an amount in excess of the minimum jurisdictional limits of the Court, including actual and consequential damages, cost of replacement and/or repair of Plaintiff's property, alternative living expenses, storage expenses, all due to the covered loss as provided by the contract of insurance, loss of use due to the delay and malfeasance of the Defendant, exemplary damages, court costs and reasonable attorney's fees.

**XXI.**  
**PRAAYER**

WHEREFORE, PREMISES CONSIDERED, Plaintiffs ask that Defendant be cited to appear and answer and upon trial thereof Plaintiffs be awarded actual damages, economic damages, consequential damages, special damages, attorneys' fees, pre-judgment interest, post-judgment interest, taxable court costs, all in an amount that exceeds the jurisdictional limits of this Court and for such other and further relief to which Plaintiffs may show themselves justly entitled.

**PLAINTIFFS REQUEST A TRIAL BY JURY AND TENDER THE JURY FEE OF \$30.00.**



Respectfully submitted,

KUSTOFF & PHIPPS, LLP  
4103 Parkdale Street  
San Antonio, Texas 78229  
Telephone: (210) 614-9444  
Telecopier: (210) 614-9464

By: \_\_\_\_\_

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MELANIE PHIPPS SANDERS  
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grodriguez@kplegal.com

ATTORNEYS FOR PLAINTIFF



## CIVIL CASE INFORMATION SHEET

CAUSE NUMBER (FOR CLERK USE ONLY): COURT (FOR CLERK USE ONLY):

STYLED William and Micha Pugh v. State Farm Lloyds

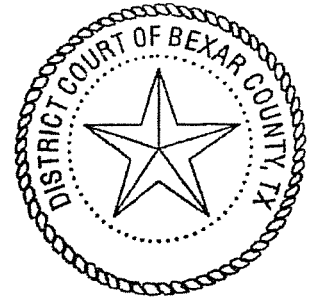
(e.g., John Smith v. All American Insurance Co; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental health case or when a post-judgment petition for modification or motion for enforcement is filed in a family law case. The information should be the best available at the time of filing.

<b>1. Contact information for person completing case information sheet:</b> Name: Daniel O. Kustoff Address: 4103 Parkdale City/State/Zip: San Antonio, Texas 78229 Signature: [Signature] Email: msuchosky@kplegal.com Telephone: 210-614-9444 Fax: 210-614-9464 State Bar No: 11770515		<b>Names of parties in case:</b> Plaintiff(s)/Petitioner(s): William and Micha Pugh Defendant(s)/Respondent(s): State Farm Lloyds [Attach additional page as necessary to list all parties]		<b>Person or entity completing sheet is:</b> <input checked="" type="checkbox"/> Attorney for Plaintiff/Petitioner <input type="checkbox"/> Pro Se Plaintiff/Petitioner <input type="checkbox"/> Title IV-D Agency <input type="checkbox"/> Other: <b>Additional Parties in Child Support Case:</b> Custodial Parent: Non-Custodial Parent: Presumed Father:					
<b>2. Indicate case type, or identify the most important issue in the case (select only 1):</b>									
<b>Civil</b>			<b>Family Law</b>						
<b>Contract</b> <input checked="" type="checkbox"/> Debt/Contract <input type="checkbox"/> Consumer/DTPA <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Other Debt/Contract: <b>Foreclosure</b> <input type="checkbox"/> Home Equity—Expedited <input type="checkbox"/> Other Foreclosure <input type="checkbox"/> Franchise <input type="checkbox"/> Insurance <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Non-Competition <input type="checkbox"/> Partnership <input type="checkbox"/> Other Contract:		<b>Injury or Damage</b> <input type="checkbox"/> Assault/Battery <input type="checkbox"/> Construction <input type="checkbox"/> Defamation <input type="checkbox"/> Malpractice <input type="checkbox"/> Accounting <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional Liability: <input type="checkbox"/> Motor Vehicle Accident <input type="checkbox"/> Premises <input type="checkbox"/> Product Liability <input type="checkbox"/> Asbestos/Silica <input type="checkbox"/> Other Product Liability List Product: <input type="checkbox"/> Other Injury or Damage:		<b>Real Property</b> <input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Trespass to Try Title <input type="checkbox"/> Other Property: <b>Related to Criminal Matters</b> <input type="checkbox"/> Expunction <input type="checkbox"/> Judgment Nisi <input type="checkbox"/> Non-Disclosure <input type="checkbox"/> Seizure/Forfeiture <input type="checkbox"/> Writ of Habeas Corpus—Pre-indictment <input type="checkbox"/> Other:		<b>Marriage Relationship</b> <input type="checkbox"/> Annulment <input type="checkbox"/> Declare Marriage Void <b>Divorce</b> <input type="checkbox"/> With Children <input type="checkbox"/> No Children <b>Other Family Law</b> <input type="checkbox"/> Enforce Foreign Judgment <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Name Change <input type="checkbox"/> Protective Order <input type="checkbox"/> Removal of Disabilities of Minority <input type="checkbox"/> Other:		<b>Post-judgment Actions (non-Title IV-D)</b> <input type="checkbox"/> Enforcement <input type="checkbox"/> Modification—Custody <input type="checkbox"/> Modification—Other <b>Title IV-D</b> <input type="checkbox"/> Enforcement/Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Reciprocity (UIFSA) <input type="checkbox"/> Support Order <b>Parent-Child Relationship</b> <input type="checkbox"/> Adoption/Adoption with Termination <input type="checkbox"/> Child Protection <input type="checkbox"/> Child Support <input type="checkbox"/> Custody or Visitation <input type="checkbox"/> Gestational Parenting <input type="checkbox"/> Grandparent Access <input type="checkbox"/> Parentage/Paternity <input type="checkbox"/> Termination of Parental Rights <input type="checkbox"/> Other Parent-Child:	
<b>Employment</b> <input type="checkbox"/> Discrimination <input type="checkbox"/> Retaliation <input type="checkbox"/> Termination <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Other Employment:		<b>Other Civil</b> <input type="checkbox"/> Administrative Appeal <input type="checkbox"/> Antitrust/Unfair Competition <input type="checkbox"/> Code Violations <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Intellectual Property <input type="checkbox"/> Lawyer Discipline <input type="checkbox"/> Perpetuate Testimony <input type="checkbox"/> Securities/Stock <input type="checkbox"/> Tortious Interference <input type="checkbox"/> Other:							
<b>Tax</b> <input type="checkbox"/> Tax Appraisal <input type="checkbox"/> Tax Delinquency <input type="checkbox"/> Other Tax		<b>Probate &amp; Mental Health</b> <b>Probate/Wills/Intestate Administration</b> <input type="checkbox"/> Dependent Administration <input type="checkbox"/> Independent Administration <input type="checkbox"/> Other Estate Proceedings <input type="checkbox"/> Guardianship—Adult <input type="checkbox"/> Guardianship—Minor <input type="checkbox"/> Mental Health <input type="checkbox"/> Other:							
<b>3. Indicate procedure or remedy, if applicable (may select more than 1):</b>									
<input type="checkbox"/> Appeal from Municipal or Justice Court <input type="checkbox"/> Arbitration-related <input type="checkbox"/> Attachment <input type="checkbox"/> Bill of Review <input type="checkbox"/> Certiorari <input type="checkbox"/> Class Action		<input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Garnishment <input type="checkbox"/> Interpleader <input type="checkbox"/> License <input type="checkbox"/> Mandamus <input type="checkbox"/> Post-judgment		<input type="checkbox"/> Prejudgment Remedy <input type="checkbox"/> Protective Order <input type="checkbox"/> Receiver <input type="checkbox"/> Sequestration <input type="checkbox"/> Temporary Restraining Order/Injunction <input type="checkbox"/> Turnover					
<b>4. Indicate damages sought (do not select if it is a family law case):</b> <input type="checkbox"/> Less than \$100,000, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees <input type="checkbox"/> Less than \$100,000 and non-monetary relief <input type="checkbox"/> Over \$100,000 but not more than \$200,000 <input type="checkbox"/> Over \$200,000 but not more than \$1,000,000 <input type="checkbox"/> Over \$1,000,000									



CERTIFIED COPY CERTIFICATE STATE OF TEXAS  
I, DONNA KAY MCKINNEY, BEXAR COUNTY DISTRICT  
CLERK, DO HEREBY CERTIFY THAT THE FOREGOING  
IS A TRUE AND CORRECT COPY OF THE ORIGINAL  
RECORD NOW IN MY LAWFUL CUSTODY. WITNESS  
MY OFFICIAL HAND AND SEAL OF OFFICE ON THIS:



*October 21, 2015*

**DONNA KAY MCKINNEY  
BEXAR COUNTY, TEXAS**

By:

MAXIMILIANO MARQUEZ, Deputy District Clerk

(NOT VALID WITHOUT THE CLERK'S ORIGINAL SIGNATURE.)